



January 8, 2014

Carrie Sloan Rice
Town of Addison
5300 Belt Line Road
Addison, TX 75254

Dear Carrie:

This letter, when signed by you, will confirm that the Town of Addison (Client) has retained The Margulies Communications Group (MCG) as crisis management and media relations counsel.

I. Services

As public relations counsel, we will provide client with the following services:

- 24/7 response for public safety media calls and issues for Addison Airport, Police and Fire Departments and other departments as needed
- Strategic counsel for all city departments
- Media relations
- Media monitoring and follow-up
- Crisis management planning, staffing and response

II. Effective Dates: January 1, 2014 – January 31, 2014.

BUDGET & MISCELLANEOUS

A. Billing and Invoicing.

Client will pay MCG a monthly retainer of \$3,500 for professional services. Any expenses incurred on behalf of the client will be approved in advance are billed in addition to the retainer.

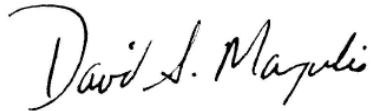
B. Confidential Information. Client and MCG acknowledge that during the term of this Agreement, MCG may have access to, or may come into possession of, various Client confidential materials including without limitation: trade secrets, customer lists, marketing plans, financial information, and security and operational procedures (“Confidential Information”). With respect to such Confidential Information, MCG agrees to protect the Confidential Information in a commercially reasonable manner, use Confidential Information only to perform its obligations under this Agreement, and reproduce Confidential Information only as required to perform its obligations under this Agreement.

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- C. Choice of Laws. The laws of the State of Texas shall govern this agreement.
- D. Independent Contractor. Each party undertakes performing its obligations pursuant to this Agreement as an independent contractor. Nothing contained herein or done pursuant to this Agreement shall make any party or its agents or employees the legal representative, agent or employee of any other party for any purpose whatsoever.
- E. Miscellaneous. This Agreement, which may be executed in counterparts, contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (whether oral or written), and cannot be amended or waived except by a writing signed by all of the parties. No failure or delay on the part of any party in exercising any right or remedy provided in this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy under this Agreement.

You have our assurance of our best efforts on your behalf.

Sincerely,

A handwritten signature in black ink, reading "David S. Margulies". The signature is written in a cursive, flowing style.

David S. Margulies, President

By: _____ **Date:** _____